

PART A. WHEREAS, INTERCOUNTAIN DEVELOPMENT CORPORATION (NO Stockholders Liability), Hyman L. Yaker, Sophie M. Yaker, and Newell R. Hays, are the owners of the following described real estate in Otero County, New Mexico, To-wit:

A tract of land located in the East one-half of the Northwest one Quarter of Section 35, T 15 S, R. 10 E, N.M.P.M., Otero County, New Mexico, being more particularly described as follows:

La Lus Acres, Subdivision No. 1, a subdivision to the Village of La Lus, New Mexico, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Otero County, New Mexico on the 8th day of June, 1960 at Reception No. 27015. (Formerly La Lus Acres)

AND WHEREAS, said owners above named desires to place certain restrictions in regard to the buildings and improvements to be placed on portions of the above described real estate as follows to wit:

PART B. FULLY RESTRICTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply only to Lot two (2) through Lot Six (6) inclusive; Block 7. Lot five (5) through Lot eight (8) inclusive; Block 6, of La Lus Acres, Subdivision No. 1.

PART C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. That no structures, buildings or parts of buildings may be hauled in to be placed on said realty; that no dwellings shall be erected than shall be known and described as single family residential house, and no multiple dwellings shall be erected thereon.

C-2. DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches, carports, and garages shall be not less than eight hundred seventy-five (875') square feet. Any structure once commenced shall be completed, as to exterior in accordance with the provisions of these restrictions, in not more than twelve (12) months from date of commencement.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$9000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

C-4. BUILDING LOCATION. No building shall be located at least twenty-five feet (25') from the front of the lot; that all dwellings must be set back at least fifteen feet (15') from the rear of the lot; that all dwellings, garages and utility buildings must be set back five feet (5') from the side lines of the lot. For the purposes of this covenant, eaves, steps, and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than seventy-five feet (75') at the minimum building setback line except that an irregular shaped lot resulting from a curve in the street shall have a minimum width, at the building setback line of not less than forty-five feet (45').

C-6. EASEMENTS. Easement for installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat, of this subdivision.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-11. No individual water supply system shall be permitted on any lot.

PART D. GENERAL PROVISIONS

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of ten years at which time they shall be automatically continued in force for successive periods of ten years each unless an instrument signed by a majority of the then owners (51%) of the lots has been recorded, agreeing to change said covenants in whole or in part.

RESTRICTIVE COVENANTS

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D-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. TOLERANCE. A two-inch (2") tolerance by reason of mechanical variance of construction is allowed for minimum distance requirements from interior lot lines.

D-4. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 21st day of February, 1962, A. D.

Hyman L. Yaker
Hyman L. Yaker

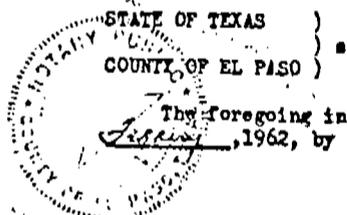
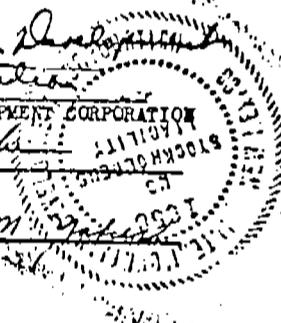
Sophie M. Yaker
Sophie M. Yaker

Novell R. Hays
Novell R. Hays

Intermountain Development Corporation
Intermountain Development Corporation

By: H. Yaker
President

Attest: Sophie M. Yaker
Secretary

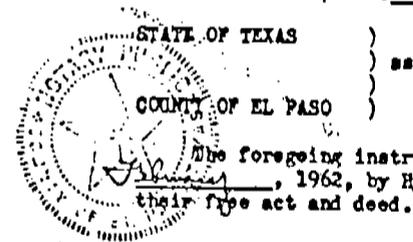


STATE OF TEXAS }
COUNTY OF EL PASO } ss

The foregoing instrument was acknowledged before me this 21st day of February, 1962, by Novell R. Hays, as his free act and deed.

W. E. Buchanan, Jr.
Notary Public

My Commission Expires: 6-1-63

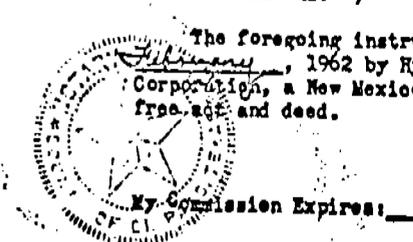


STATE OF TEXAS }
COUNTY OF EL PASO } ss

The foregoing instrument was acknowledged before me this 21st day of February, 1962, by Hyman L. Yaker and Sophie M. Yaker, his wife as their free act and deed.

Gloria Van Schoyck
Notary Public

My Commission Expires: My commission expires June 1, 1963



STATE OF TEXAS }
COUNTY OF EL PASO } ss

The foregoing instrument was acknowledged before me this 21st day of February, 1962 by Hyman L. Yaker, President of Intermountain Development Corporation, a New Mexico Corporation, on behalf of said corporation as his free act and deed.

Gloria Van Schoyck
Notary Public

My Commission Expires: My commission expires June 1, 1963

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STATE OF NEW MEXICO, County of Otero, ss, I hereby certify that this instrument was filed for record on the 21st day of February, 1962, at 11:00'clock P.M., and duly recorded in Book 282, page 348-349, of the Records of said county. Paul R. Roberts By Paul R. Roberts Deputy